BRUHAT BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSAL

"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"

OFFICE OF EXECUTIVE ENGINEER

RI-BOMMANAHALLI DIVISION, BBMP, BENGALURU

PH : 9108028820

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the BBMP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may required.

This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors/ Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The BBMP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder, as the case may

be, for the Project and the **BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION 1. LETTER OF INVITATION

BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE/RI/Bom/TEND/01/2023-2024

Office of the Executive Engineer
Road Infrastructure, Bommanahalli Division,
2nd Floor. BDA Complex, 6th sector
HSR Layout, Bengaluru-560102
Dated :11.08.2023.

SHORT TERM TENDER NOTIFICATION
INVITATION FOR TENDER (IFT)
(Through GOK e–Procurement Portal only)

1. BBMP council vide subject no:21/2023-24 dated:07.07.2023has accorded approval in principle and sanctioned budget under Maintaining of Arterial and Sub- arterial Roads in Road infrastructure Division Bommanahalli Zones - Escrow Account for taking up of the Works listed below.
2. The Executive Engineer Road Infrastructure-Bommanahalli Division, on behalf of the Chief Commissioner, BBMP invites tenders from eligible Contractors registered in Bruhat Bangalore MahanagaraPalike or equivalent registration with CPWD / KPWD / Railways / MES/National Highway or any State Government Organizations for the works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (vizhttps://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in e-procurement portal.
3. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **14.08.2023**
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for a minimum of 45 days beyond the validity of the tender.
5. Tenders must be submitted online through e-procurement portal on or before 17.30 hours on**21.08.2023** and the opening of tenders will be as per the e-procurement portal guidelines.
6. GST Shall be paid to the tendered amount separately.
7. Other details can be seen in the tender documents.

Sl. No	Name of the Work	Appx. Amount put to tender (in lakhs)	EMD (in Rupees)	Cost of Tender Document	Duration of the Work
1.	Annual Maintenance of Arterial and Sub-Arterial Roads including footpath Excluding potholes in Bangalore South	27.51	60,000/-	As per e-Procurement Portal	07 Months (Including Mansoon

	Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub-Arterial Roads including footpath Excluding potholes in Bommanahalli Constituency area of RI-Bommanahalli Division				Period)

NOTE:

1. Last Date for Receipt of Queries is 17.08.2023 upto 16:30 hours in the Office of the Executive Engineer, Road Infrastructure – Bommanahalli Division, BBMP.
2. A Pre Tender Meeting will be held on 18.08.2023 at 15:30 hours in the office of the**Chief Engineer (Road Infrastructure), 4th Floor, Annex Building – 3, N. R. Square, BBMP, Bangalore**to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
3. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer, Road Infrastructure- Bommanahalli Division, 2nd Floor. BDA Complex, 6th sector HSR Layout, Bengaluru-560102 on or after **23.08.2023** at 16:30 hours.
4. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. The BBMP Bangalore reserves the right to accept/reject any are all tenders without assigning any reason.
7. All the required information required for Bids must be filled and submit online.
8. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement cell at (080-22371090, 080-22340060, 080-22340948).
9. This tender notice can also be seen on the BBMP website www.bbmp.gov.in
10. Corrigendum/Addendum/if any other information will be uploaded through the – Procurement (e-Portal) only

Sd/-
Executive Engineer
Road Infrastructure –Bommanahalli Division
Bruhat Bangalore Mahanagara Palike

Copy Submitted to:

1. Personal Secretary to the Hon'ble Administrator, BBMP to bring into the notice of Hon'ble Administrator.
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. Special Commissioner (Projects) / Special Commissioner (Finance), BBMP for kind

information.
4. Engineer – in – Chief, BBMP for kind information.
5. Chief Engineer (Road Infrastructure) / (Environment) / (Market) / (South) / (West) / (East) / (Rajarajeshwari Nagar Zone) / (Bommanahalli Zone) / (Dasarahalli Zone) / (Mahadevapura Zone) / Byatarayanapura (Zone) / (SWD) for kind information.
6. Superintending Engineer (Road Infrastructure) / (Rajarajeshwari Nagar Zone) / (Bommanahalli Zone) / (Dasarahalli Zone) / (Mahadevapura Zone) / (Byatarayanapura Zone) for kind information.
7. The CAO / Chief Auditor for kind information.
8. AIO with a request to publish the same in the BBMP Website.
9. All Executive E-ngineers with a request to publish the same in the Notice Boards.
10. A. O. (Projects) / Accounts Superintendent / Cashier for information and necessary action.
11. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level.
12. Notice Board / Office Copy.

Executive Engineer
Road Infrastructure –Bommanahalli Division
Bruhat Bangalore Mahanagara Palike

SECTION 2. INFORMATION TO FIRMS

1. INTRODUCTION

1.1 BBMP will select a Firm among those who submit the proposals in response to the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Firm under each phase must be to the Client’s satisfaction before work begins on the next phase.

1.4 The Firms must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand

information on the assignment and on the local conditions, **Firms are encouraged to pay a visit to the work site/Client** before submitting a Proposal, and to attend a pre-bid conference if one is specified in the Data Sheet. Attending the pre-bid conference is optional. The Firm's representative should contact the officials named in the Data Sheet to arrange for their visit to site or to obtain additional information on the pre-bid conference. Firms should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BBMP expects Firms to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Firms shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by BBMP to provide goods or works for a project, and any of their affiliates, shall be disqualified from **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** for the same project. Conversely, firms hired to provide **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** for the

same project.

(b) Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.

1.7.2 As pointed out in para. 1.7.1 (a) above, Firms may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Firm should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Firm will be hired for the purpose.

1.8 It is GOK/BBMP/BBMP's policy to require that Firms observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK/BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK/BBMP, and includes collusive practices among Firms (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK/BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK/BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK/BBMP-financed contract; and

(d) will have the right to require that, GoK/BBMP to inspect Firm's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK/BBMP.

1.9 Firms shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Firms shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Firms may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Firms who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Firms are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Firms must give particular attention to the following:

(i) Deleted.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the Firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience

indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the Firms as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's. personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section3):

(i) A brief description of the Firm's organization and an outline of recent experience on assignments (Section 3B). For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the program evaluation review technique (PERT) type (Section 3D).

(iv) The details of the proposed **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** and staff team would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) details of monthly Activity schedule . (Sections 3H).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.
3.6 Joint Venture is not allowed.

Financial Proposal

3.7 In preparing the Financial Proposal, Firms are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.8 Firms shall express the price of their services in Indian Rupees.

3.9 The Proposals must remain valid for a minimum of 90 days. During this period, the Firm is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, the Firm should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. The proposals has to be uploaded only through kpppportal either scanned copy of the proposal or in pdf format

of the proposal.

4.4 -Proposal to be submitted only through kpppportal -

4.5 -deleted-

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened by the Tender inviting authority through e-portal. The Financial Proposal shall remain unopened in e-portal till Technical proposals are approved.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee as appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated further:

1. The firm/agency shall have in possession at least 01 no of tipper along with 01 JCB which should be in the name of the bidder or in lease. The **Original RC book of 1 tipper** shall be submitted by the bidder to BBMP on issue of Work Order for every 50kms of the length of Arterial Road. If the tender is called for 100kms then the tractor shall have double the machineries and so on. The least digit will be either calculated backwards or higher digit will be calculated forwards.
   For Example: Machineries for 120kms shall be considered for 100 kms and 130 kms shall be considered as 150 kms.
2. The Firm/agency shall provide at least 01 Supervisor with Diploma in

Civil, 15 laborers for every 50kms and 03 masons for every 50kms. The bidder shall provide Bio-metric attendance as a proof of supply.

3. The firm/agency shall paint the whole machineries with **"SKY BLUE PAINT"** marked as **"BBMP CONTRACT VEHICLE FOR ANNUAL MAINTENANCE OF ARTERIAL AND SUB-ARTERIAL ROAD OF BENGALURU CITY"**.

4. The contract for the Firms/Companies/Agencies is 7 months.

5. The Firms/Companies/Agencies shall have minimum turnover of twice the contract amount Rs 27.51 Lakhs atleast in 2 financial years in the last 5 years that **is Rs 55.02 Lakhs.**

6. **The Firms/Companies/Agencies shall have executed Single Work of similar nature of work for an amount not less than 50% of the total tender amount Rs.27.51 Lakhs in maintenance of the roads, drains and footpath etc.., Amounting to 13.75 lakhs**

7. The Firm shall have liquid assets and / or availability of credit facilities in the form of credit lines / letter of credit / certificates from nationalized banks for not less than Rs**.9.10** Lakhs for meeting the finance request of the project.

8. The firm must have an established office with necessary infrastructure and sufficient manpower and resources like vehicles and machineries required for carrying out **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits. Public Opening and Evaluation of Financial Proposals;**

9. **Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those Firms whose proposals did not meet the minimum qualifying mark or were considered non- responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. (Will be done as per kpppprocedure)

5.5 The Financial Proposals shall be opened through kppponly publicly in the presence of the Firms' representatives who choose to attend. The name

of the Firm, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Firm will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Firm will initial the agreed contract. If negotiations fail, the Client will invite the Firm whose proposal received the second highest score to negotiate a

contract.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the Financial Proposals of those Firms who did not pass the technical evaluation (para 5.3)

7.2 The Firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3 The Firm / Agency shall deposit 10% of the total contract value before award of contract as Performance Security Deposit.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

9. PERFORMANCE GUARANTEE & PERFORMANCE CLAUSE

9.1 Performance Guarantee:

Performance Guarantee for an amount equivalent to **10%** of the contract amount of the successful bidder is to be given to BBMP towards Performance of the successful

"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"

This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank / Scheduled Bank in the format to be approved by BBMP and shall be submitted at the time executing the agreement which shall be valid for 10 months from the date of agreement. Performance Clause:

Firms shall be expected to fully comply with all the provisions of the `Terms of Reference', and shall be fully responsible for **"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"** in accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Firm in notifying to BBMP and the Contractor on non-compliance of the provisions of the Contract Agreement and other schedules by the Contractor, non- adherence to the

provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non- performance.

9.2 In the event of non-performance by the Firm, BBMP will retain the right to encash the Performance Guarantee

DATA SHEET

Information to Firms

Clause Reference	
1.1	The name of the Client is: **BRUHAT BENGALURU MAHANAGARA PALIKE, (BBMP)** **Address of the client is :** Office of the Executive Engineer, RI-Bommanahalli Division, 2nd floor, BDA complex, 6th sector, HSR Layout, Bengaluru-560102, Ph:9108028820 The method of selection is: Least Cost Selection (LCS)
1.2	A Technical and a Financial Proposals are requested: **Yes** The name, objectives and description of the Assignment are: **Name:"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"** The primary objective of the client for hiring the services of the Firm is for: ● Providing 02 tippers, 01 JCB, 03 Mason, 01 Supervisor with Diploma in Civil & 15 laboures for removal of silt by road side kerb and Median (Considering for 50 kms) ● Removing & Resetting of Footpath Slabs ● Removing & Resetting of Kerb Stones ● Providing and fixing pre cast solid cement concrete kerb stones made out of C.C. 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete. ● Providing and laying 100mm thick precast cover slabs Over drains of width not exceeding 800mm using M20 concrete reinforced with steel @ 6.00 kg/sqm, slabs jointed in CM 1:3 proportion and nicely finished including providing holes in the cover slabs wherever necessary for easy drainage of surface water including of labour, materials, HOM, curing, lead and lift charges etc, complete as per MORTH specifications No. ● Remove and Resetting of available heavy duty cobble stones 60mm thick interlock pavers, over 50mm thick sand bed

	(average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. ● KSRB 14.6-1: Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. ● KSRRB 300 - Excavation for road drains and similar works KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw up to 2 meters and an average lift up to 0.5 m, excavated surface leveled and sides neatly dressed. The disposed earth to be leveled neatly after breaking of clods complete as per specifications. MORTH / Chapter 3. ● Conveying the silt / road side debris, loose earth to designated locations approved by BBMP up to 25kms. ● Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract. ● Removal of all types of debris. ● Disposal of Tree vegetation cut during rainy season and left over vegetation, fallen trees. ● Pruning of road side trees/Central median and corners. ● Lodging Police Complaint against unauthorized dumping of debris / garbage waste. **Description:** as given in section 5, terms of reference
1.3	The Assignment is phased: **Yes**
1.4	A pre-bid conference will be held: **Yes**
1.5	The Client will provide the following inputs: No inputs will be provided by the client except for available data and reports

1.72	The Client envisages the need for continuity for downstream work: **Yes**
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested before the submission date. The address for requesting clarifications is: Office of the Executive Engineer, RI-Bommanahalli Division, 2nd floor, BDA complex, 6th sector, HSR Layout, Bengaluru-560102, Ph:9108028820
3.1	Proposals should be submitted in the following language(s):_ **English**
3.3	(i) Shortlisted Firm may associate with other shortlisted Firm: NO The minimum required experience of proposed key professional staff is: The Firm/agency shall provide at least 01 Supervisor with Diploma in Civil, 15 laborers for every 50kms and 03 Masons for every 50kms Firm is required to mobilize extra supporting staff, if required, without additional cost Reports which are part of the assignment must be written in the following language: **English**
3.4	**(vii)** Training is an important feature is this Assignment : **Yes** **(viii)** Additional information in the technical proposal includes. **Nil**
3.10	Proposals must remain valid **90** days after the submission date i.e. until:
4.3	Firms must submit an original and One [1] additional copy of each proposal.
4.4	The proposal submission address is: - Through kppp portal only –
4.5	Proposals must be submitted no later than the following date and time: **21.08.2023 at 16.00 hrs**

5.1	The address to send information to the Client is: Office of the **Executive Engineer, RI-Bommanahalli Division, 2nd floor, BDA complex, 6th sector, HSR Layout, Bengaluru-560102, Ph:9108028820**
5.3	Evaluation Criteria 1. The Firms/Companies/Agencies shall have carried out the works pertaining to construction or maintenance of Road works such as **desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits** within BBMP limits and as per the directions of the Engineer-In-Charge of the work. 2. The Firms/Companies/Agencies shall quote Rate per km of Arterial and Sub-arterial roads including all labour, equipments, materials with qualified supervision as may be necessary to provide professional services of Arterial and Sub Arterial roads in Road Infrastructure. 3. **The contract for the Firms/Companies/Agencies is 07 Months** 4. The Firms/Companies/Agencies shall have minimum turnover of twice the contract amount Rs 27.51 Lakhs atleast in 2 financial years in the last 5 years that is Rs 54.02 Lakhs. 1. **The Firms/Companies/Agencies shall have executed Single Work of similar nature of work for an amount not less than 50% of the total tender amount Rs 27.51 Lakhs in maintenance of the roads, drains and footpath etc.., Amounting to 13.75 lakhs** 5. The Firm shall have liquid assets and / or availability of credit facilities in the form of credit lines / letter of credit / certificates from nationalized banks for not less than Rs.9.10 Lakhs for meeting the finance request of the project. 6. The number of points to be given under each of the evaluation criteria are: Points 7. Specific experience of the Firms related to the Assignment 60 Marks 8. Adequacy of the proposed work plan and methodology in responding to the TOR 15 Marks 9. Qualifications and competence of the professional staff for the Assignment

	15 Marks 10. Equipment, facilities available and transfer of knowledge 10 Marks Total Points: 100 **The minimum Technical score required to pass is : 70 Points**
6.1	The address for negotiations is: **The Engineer In Chief** 1st Floor,Annexe-2 Building, N.R.Square, Bengaluru-560002

DATA SHEET:

LIST AND LOCATIONS OF ARTERIAL AND SUB ARTERIAL ROADS

COVERED UNDER THIS CONTRACT

(To be filled by Executive Engineer, RI-Bommanahalli Division)

Sl No	Name of the Road	From	To	Kms
1	Hosur Main Road (NH-07)	Central Silk Board Junction	BBMP Limits	0.8
2	Kanakapura Road	ORR Junction	BBMP Limits	2.2
3	Uttarahalli Main Road	Gowdanapalya Road	Uttarahalli Circle	1.6
4	Vasanthpura Main Road	Yadhalam Nagar	Uttarahalli Circle	1.0
5	Kaikondanahalli Main Road	Hosur Road (Hosa road Junction)	Amritha School of Engineering	2
6	Outer Ring Road	Central Silk Board	Ibblur Junction	4.6
7	Ring Road (Sir. M. Vishweshwaraiah Road	Tayappa Garden Road (BDA Double road)	Begur Main road (Joining at Vishwapriya Layout)	2.3
8	Kudlu Road	Hosur Main Road (Kudlu Gate)	Kasavanahalli Road (KSRP Junction)	4.2
9	Hosapalya Road	Kudlu Main Road	Mangammanapalya road	1.3
10	Sommasundrapalya Road	24th Main Road, HSR Layout (Somasundra Palya Lake)	Haralur Road	1.3
11	5th Main 9th Main - 17th Cross - 14th Main Road	Outer Ring Road	27th Cross, HSR Layout	1.3

	(HSR Layout)			
12	Kothnur Main Road	Amruthanagar Road	Bannerghatta Road	0.6
			Total	**23.18**

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical proposal submission form.

3B. Firm’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan of performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule**.**

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: To:

[Name and Address of Firm] **Executive Engineer,**
RI Yelahanka Division BBMP, Bengaluru

Sir,

Subject: **"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"**

We, the undersigned, offer to provide the **:"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"** in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted through e-portal.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We

remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM"S REFERENCES (WORK EXPERIENCE CERTIFICATES TO BE ENCLOSED)

Relevant Services carried out in the last Five Years including Name of the work, Quantity of items executed, year of execution and completion, Financial bills received that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td colspan="2">Name of equipment used</td></tr>
<tr><td colspan="2">Works covered</td></tr>
<tr><td colspan="2">Items and Quantity executed in Cum</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Address of cleint.:
Name and contact no. of clients in charge</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td colspan="2">Approx. .Value of Services</td></tr>
<tr><td colspan="2">Name of the Associated Firms, if any</td><td colspan="2">associated firms share in the work</td></tr>
<tr><td colspan="4">Details of Equipment used:</td></tr>
<tr><td colspan="4">Narrative description of the project:</td></tr>
<tr><td colspan="4">Description of Actual Services provided by you</td></tr>
</table>

Firm's Name:
……

3C. FIRM'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

FIRM’S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Providing 02 tippers, 01 JCB, 03 Mason, 01 Supervisor with Diploma in Civil & 15 labourers for removal of silt by road side kerb and Median (Considering for 50 kms)

2. The successful bidder shall identify and employ the unskilled laborers required for the work.

3. The successful bidder shall submit the details of persons to be engaged and the machineries required for the performance of the assignment

3E. MACHINE DETAILS AND TEAM COMPOSITION

(To be indicated on Firms/Agencies Letter head)

1. :"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division" available before this tender to be used

Sl. No.	Own/Lease	Capacity /output/ performance	Reference of the Invoice
1	Providing 02 tippers, 01 JCB for removal of silt by road side kerb and Median (Considering for 50 kms) for conveying upto a distance of 25kms.		Reference of the Invoice/RC Book to be enclosed

2. Man Power

Sl. No.	Name
1.	01 Supervisor with Diploma in Civil
2.	03 Mason

3.	15 labourers

3F.FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(For Project Manager and Senior Engineers only)

Proposed Position :

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm/Entity :

Nationality :

Membership in Professional Societies :

Detailed Tasks Assigned :

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate.Use about

three- quarters of a page.]

Languages:

[For each language indicate *proficiency:* excellent, good, fair, or poor; in speaking, *reading, and writing]*

Certification:

I**,** the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:**_____

[Signature of staff member] ***Day / Month / Year***

Full name of staff member:_____

_____**Date:**_____

[Signature of authorised representative of the Firm] Day / Month / Year

Full name of authorised representative:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Work execution:

- Providing 02 tippers, 01 JCB, 03 Mason, 01 Supervisor with Diploma in Civil & 15 labourers for removal of silt by road side kerb and Median (Considering for 50 kms)
- Removing & Resetting of Footpath Slabs
- Removing & Resetting of Kerb Stones
- Supplying and fixing M15 grade precast cement concrete Kerb stones for Road way, sidewalls and Gutters fixed with CM 1:3 fixed and finished in line as per direction of Engineer in charge (600 X 300 X 150 mm Kerb stone), including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete.
- Providing and laying 100mm thick precast cover slabs Over drains of width not exceeding 1000mm using M20 concrete reinforced with TMT bars Fe 500 @ 6.00 kg/sqm, slabs jointed in CM 1:3 proportion and nicely finished including providing holes in the cover slabs wherever necessary for easy drainage of surface water including of labour, materials, HOM, curing, lead and lift charges including of labour, materials, HOM, curing, lead and lift charges etc, complete as per MORTH specifications No.
- Remove and Resetting of available heavy duty cobble stones 60mm thick interlock pavers, over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications.
- Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level , including cost of materials, labour and Usage charges of machinery complete as per specifications. KSRRB 300 - Excavation for road, drains and similar works KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications. MORTH / Chapter 3.

- Conveying the silt / road side debris, loose earth to designated locations approved by BBMP upto 25kms.
- Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract.
- Removal of all types of debris.

- Disposal of Tree vegetation cut during rainy season and left over vegetation, fallen trees.
- Pruning of road side trees/Central median and corners.
- Lodging Police Complaint against unauthorized dumping of debris / garbage waste.

Sl No	Item of Activity (Work)	**Month wise program (in form of Bar Chart) ++ [1st, 2nd, etc. are month from the start of assignment)**											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The program should be for the period of completion of assignment.

A. Completion and Submission of Reports

Reports:*	Programme: (Date)
1. Inception Report	
2. Monthly Progress Report	
3. Final Report	

Form 6

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed Company with a good Financial Standing. If the Contract for this work, namely (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior
Bank Manger Address

*** this Certificate is to be obtained from nationalized or scheduled banks only**

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial proposal submission form. 4B. Summary of costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM
(to be filled only through kppp portal only)

[Location, Date]

FROM : (Name of Firm)

TO : (Name and Address of Client)

_____ _____

_____ _____

Dear sirs,

Subject: :**"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"**

Financial Proposal.

We, the undersigned, offer to provide the **:"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"** in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals). Our attached financial proposal is for the sum of [Amount in words and figures] **per km**. this amount is inclusive of all taxes

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We

remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of the Firm:

Address:

4B. FINANCIAL BID FORMAT:

(To be filled only through kppp portal)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Approx. Quantity	Unit	Annual Estimated amount In Rs.	Bidder Quoted Amount (Rs)
1	● Providing 02 tippers, 01 JCB, 03 Mason, 01 Supervisor with Diploma in Civil & 15 labourers for removal of silt by road side kerb and Median (Considering for 50 kms) ● Removing & Resetting of Footpath Slabs ● Removing & Resetting of Kerb Stones ● Supplying and fixing of M15 grade precast cement concrete Kerb stones for Road way, sidewalls and Gutters fixed with CM 1:3 fixed and finished in line as per direction of Engineer in charge (600 X 300 X 150 mm Kerb stone), including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete. ● Providing and laying 100mm thick precast cover slabs Over drains of width not exceeding 1000mm using M20 concrete reinforced with TMT bars Fe 500 @ 6.00 kg/sqm, slabs jointed in CM 1:3 proportion and nicely finished including providing holes in the cover slabs wherever necessary for easy drainage of surface water including of labour, materials, HOM, curing, lead and lift charges including of labour, materials, HOM, curing, lead and lift charges etc, complete as per MORTH specifications No. ● Remove and Resetting of available heavy duty cobble stones 60mm thick interlock pavers, over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. ● Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and				

	course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level , including cost of materials, labour and Usage charges of machinery complete as per specifications. KSRRB 300 - Excavation for road, drains and similar works KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications. MORTH / Chapter 3. ● KSRRB 300 - Excavation for road, drains and similar works KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications. MORTH / Chapter 3. ● Conveying the silt / road side debris, loose earth to designated locations approved by BBMP upto 25kms. ● Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract. ● Removal of all types of debris. ● Disposal of Tree vegetation cut during rainy season and left over vegetation, fallen trees. ● Pruning of road side trees/Central median and corners. ● Lodging Police Complaint against unauthorized dumping of debris / garbage waste				
Sl. No.	**Description of item (with brief specification and reference to Book of specification)**	**Approx. Quantity**	**Unit**	**Annual Estimated amount In Rs.**	**Bidder Quoted Amount (Rs)**

A	For execution of the above specification for 1st Year	___	Per Km	**16959.63.**	
GST Shall be paid to the tendered amount Separately					

Note:

(1) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.

(2) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

2. OBJECTIVES

3. DETAILED SCOPE OF SERVICES:

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

5. SPECIFIC RESPONSIBILITIES OF THE FIRM

6. OBLIGATIONS OF THE CLIENT

1. BACKGROUND

BRUHAT BENGALURU MAHANAGARA PALIKE, (BBMP) through Executive Engineer (RI-Yelahanka Division) on behalf of the Commissioner is undertaking **:"Annual Maintenance of Arterial and Sub-Arterial roads including footpath Excluding Potholes in Bangalore South Constituency area of RI-Bommanahalli Division and Annual Maintenance of Arterial and Sub Arterial roads including footpath Excluding Potholes in Bommanahalli Constituency area of RI-Bommanahalli Division"** This project is one of the most needed and important project for prevention of Day to day maintenance and upkeeping of footpaths and desilting of road side drains in a systematic manner.

2. OBJECTIVES

The primary objective of the client for hiring the services of the Firm is to:

- Day to day maintenance of Arterial and Sub Arterial Roads
- Prevention of blockages in road side drains.
- Leveling of footpaths and replacement of broken tiles.
- Re-construction/Re-setting of broken road side drains.
- Prevention of people from dumping debris on road side and maintenance of kerb stones and replacement of broken kerb stones.

3. DETAILED SCOPE OF SERVICES:

- Providing 02 tippers, 01 JCB, 03 Mason, 01 Supervisor with Diploma in Civil & 15 labourers for removal of silt by road side kerb and Median (Considering for 50 kms)
- Removing & Resetting of Footpath Slabs
- Removing & Resetting of Kerb Stones
- Supplying and fixing of M15 grade precast cement concrete Kerb stones for Road way, sidewalls and Gutters fixed with CM 1:3 fixed and finished in line as per direction of Engineer in charge (600 X 300 X 150 mm Kerb stone), including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete.

- Providing and laying 100mm thick precast cover slabs Over drains of width not exceeding 1000mm using M20 concrete reinforced with TMT bars Fe 500 @ 6.00 kg/sqm, slabs jointed in CM 1:3 proportion and nicely finished including providing holes in the cover slabs wherever necessary for easy drainage of surface water including of labour, materials, HOM, curing, lead and lift charges including of labour, materials, HOM, curing, lead and lift charges etc, complete as per MORTH specifications No.
- Remove and Resetting of available heavy duty cobble stones 60mm thick interlock pavers, over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications.
- Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per m2 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level ,including cost of materials, labour and Usage charges of machinery complete as per specifications.
- Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications.
- Conveying the silt / road side debris, loose earth to designated locations approved by BBMP upto 25kms.
- Supervision of the designated length and keeping vigil against dumping of unauthorized debris/garbage by commercial establishment in the length given on contract.
- Removal of all types of debris.
- Disposal of Tree vegetation cut during rainy season and left over vegetation, fallen trees.

- Pruning of road side trees/Central median and corners.
- Lodging Police Complaint against unauthorized dumping of debris / garbage waste.

MEASUREMENT:

The **Annual Maintenance of Arterial and Sub Arterial roads including desilting of road side drains/near kerbs, corners, on footpaths and Shoulder Drains including Repairs to drains and Re-leveling of formation of footpaths, Realignment of kerb stones, Replacement of drain covering slabs and kerb stones, maintenance of roads under flyovers and underpasses** and Conveying the Silt/Debris/Solid Waste/tree vegetation to approved locations within BBMP limits shall be measured by the length in kms of Arterial and Sub Arterial roads as per the list of Arterial and Sub Arterial roads enclosed in this tender. No partial work or incomplete work is allowed on any of the Arterial and Sub Arterial roads, such partial or incomplete work will not be considered for payment. Payment will be made only for the completed stretch of Arterial and Sub Arterial roads (Rounded off to a kilometer) as per arterial and sub arterial list and not the physical measurements made at site. .

PAYMENT:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" shall be paid for at the unit price bid for "**Annual Maintenance of Arterial and Sub Arterial roads**". This price shall be full compensation for removal and disposal of debris and excess material as per detailed scope of services. All bills/invoices shall be submitted on monthly basis and payment will be made only once in a month as per the payment schedule of conditions of contract.

There might be a situation wherein some Arterial and Sub Arterial roads in the list will be taken up for Special repair works/Jacketing works by BBMP during the contract. In such situations, BBMP will give a written notice to the firm well in advance and will be asked to discontinue such stretch of Arterial and Sub Arterial roads from Annual Maintenance. In such situations the payment will be made on

prorate basis. Similarly, if the BBMP proposes to add some more stretch of Arterial and Sub Arterial roads the payment will be increased on prorate basis to the firm.

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

4.1 Contract Schedule

The assignment is for 07 calendar months.

4.2 Schedule of Reports

The Firm shall prepare and submit four copies of reports to BBMP of each of the following reports documented in English:

(a)	Inception Report and QAP	within 10 days after mobilization
(b)	Monthly - Progress Report	By the 5th of the each month except the
		month following the Inception Report
(c)	Quarterly Progress Report	By the 5th of the first month of the following quarter (*In lieu* of the monthly progress report)
(d)	Final Report	One (01) month after completion of the
		works (professional acceptance)

4.3 Contents of Reports

(a) Inception Report

The Inception Report shall cover the following:

- A brief introduction of the project with Location Map
- Reviewing Contractor's mobilisation and work plan.
- Setting out Guidelines for Administrating, Monitoring and Evaluating project progress.
- Mode of co-operation with the BBMP and any other related organization (s).
- Quality Assurance Programme.

(b) Monthly Progress Reports

The Monthly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report.
- Monitoring and Evaluation of project progress
- Project accounts, payments of approved bills, claims, certification of payments and variation orders.
- Key Issues.

(c) Quarterly Progress Reports

Quarterly Progress Report summarizing activities and work progress achieved in the last three months will be submitted in lieu of the monthly progress report for that particular month.

Payment Schedule

The total fee payable for the assignment will be paid Monthly. For claiming the monthly payment, the contractor should submit the bills along with the photos with geo-tagging locations which are to be taken in between 25th and end of the month. The Executive Engineer may order the PMC appoint for supervision and certification.

Penalty clause: The agency must attend the entire stretch of 23.18 kms of Arterial and Sub Arterial roads of Bommanahalli & Bangalore South Constituency in first 02 months of the start of the work. Afterwards the agency will conduct maintenance on day to day basis (and on call).

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order). If a solid waste/silt is identified on identified stretches / Arterial and Sub Arterial roads the **penalty levied will be for each 500 mtrs stretch units** as below:

1. One location in 500mtr = Rs.500/-
2. Two location in 500mtr = Rs.1,000/-
3. Three location in 500mtr = Rs.2,000/-
4. Four location in 500mtr = Rs.4,000/-

If the delay is continued a notice will be issued for Non performance and Non performance is extended for continuous 3 months, then the contract may be liable for termination at the discretion of BBMP.

5. Equipment required for services

2. The firm/agency shall have in possession atleast 01 no of tipper along with 01 JCB which should be in the name of the bidder or lease. The **Original RC book of 1 tipper** shall be submitted by the bidder to BBMP on issue of Work Order for every 50kms of the length of Arterial Road. If the tender is called for 100kms then the tractor shall have double the machineries and so on. The least digit will be either calculated backwards or higher digit will be calculated forwards.

For Ex: Machineries for 120kms shall be considered for 100 kms and 130 kms shall be considered as 150 kms

3. The Firm/agency shall provide atleast 01 Supervisor with Diploma in Civil, 15 laborers for every 50kms and 03 Masons for every 50kms. The bidder shall provide Bio-metric attendance as a proof of supply.
4. The firm/agency shall paint the whole machineries with **"SKY BLUE PAINT"** marked as **"BBMP CONTRACT VEHICLE FOR ANNUAL MAINTENANCE OF ARTERIAL AND SUB-ARTERIAL ROAD OF BENGALURU CITY".**

6. Dispute if any

Disputes between the Engineer-in-charge of the work of the Client and the Firm will be settled and the decision of the Chief Commissioner, BBMP, Bengaluru is final and bidding on both the parties.

7. SPECIFIC RESPONSIBILITIES OF THE FIRM

The Firm shall be fully responsible for collecting data and information from Government agencies after paying any necessary charges. All information, data and reports obtained from the Government agencies in the execution of the services shall be properly reviewed and analysed by the Firm. The responsibility for the correctness of using such data shall rest with the Firm. All such information, data and reports shall be treated as confidential.

The Firm shall be responsible for arranging all machines, labour, materials, necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

The Firm shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

8. OBLIGATIONS OF THE CLIENT

8.1 Documents

The BBMP shall provide the Firm with copies of all data and reports available and considered relevant to the execution of the work

8.2 Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Firm. The Firm shall be given unhindered access to the relevant agencies in order to carry out the study.

SECTION VI: CONTRACT FOR FIRM'S SERVICES

between

BRUHAT BENGALURU MAHANAGARA PALIKE, (BBMP)

[Name of Client] :

and

[Name of Firms] :

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_____ _____day of the month of, 200___,between, on the one hand,

_____(hereinafter called the "Client") and, on the other hand,

_____(hereinafter called the "Firms").

[Note*: If the Firms consist of more than one entity, the above should be partially amended to read as follows:

"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Firms' obligations under this Contract, namely,

_____(hereinafter called the "Firms.")"].

WHEREAS and

(a) the Client has requested the Firms to provide certain Annual Maintenance of Arterial and Sub Arterial roads as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Firms, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services_____
Appendix B: Reporting Requirements_____
Appendix C: machine specifications and technical details _____
Appendix D: Deleted _____
Appendix E: Cost Estimates _____
Appendix F:Form of Guarantee for Advance Payments and performance security_____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].

2. The mutual rights and obligations of the Client and the Firms shall be as set forth in the Contract; in particular:

(a) The Firms shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Firms in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

* All notes should be deleted in the final text

FOR AND ON BEHALF OF [NAME OF THE CLIENT] By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE FIRMS] By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Firms consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Firms' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Firms, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Firms or by any Sub-Firm as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Firms pursuant to this Contract as described in Appendix A; and

(m) "Sub-Firm" means any entity to which the Firms subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Firms, or a Sub-Firm.

(o)

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firms may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Firms, Sub-Firms and their Personnel shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firms shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Firms, suspend all payments to the Firms hereunder if the Firms fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firms to remedy such failure within a period not exceeding thirty (30) days after receipt by the Firms of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Firms, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

2.7.1.1 if the Firms do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

2.7.1.2 if the Firms (or any of their Members) become insolvent or bankrupt;

2.7.1.3 if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.7.1.4 if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK/BBMP, and includes collusive practice among Firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK/BBMP of the benefits of free and open competition.

(a) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Firms

The Firms may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

2.7.2.1 if the Client fails to pay any monies due to the Firms pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firms that such payment is overdue;

2.7.2.2 If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firms may have subsequently approved in writing) following the receipt by the Client of the Firms' notice specifying such breach;

2.7.2.3 if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Firms' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firms and equipment and materials furnished by the Client, the Firms shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Firms (after offsetting against these payments any amount that may be due from the Firm to the Client)):

2.7.5.1 remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

2.7.5.2 reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.7.5.3 except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Firms

3.1 General

The Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Firms or Third Parties.

3.2 Conflict of Interests

3.2.1 Firms Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Firms pursuant to Clause GC 6 hereof shall constitute the Firms' sole remuneration in connection with this Contract or the Services and the Firms shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Firms shall use their best efforts to ensure

that any Sub-Firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Firms, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Firms shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Firms in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Firms and Affiliates not to engage in Certain Activities

The Firms agree that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firms, as well as any Sub-Firm and any entity affiliated with such Sub-Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Firms shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK/BBMP which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Firms, their Sub-Firms and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Firms

The Firms (i) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.5 Accounting, Inspection and Auditing

The Firms (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Firms' Actions Requiring Client's Prior Approval

The Firms shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Firm and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Firms shall remain fully liable for the performance of the Services by the Sub-Firm and its Personnel pursuant to this Contract; and

(b) Changing or modifying or brining the machineries during the contract;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Firms shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 Documents Prepared by the Firms to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Firms for the Client under this Contract shall become and remain the property of the Client, and the Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Firms may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Firms by the Client, or purchased by the Firms with funds provided by the Client, shall be the

property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firms shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Firms, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4 Firms' Personnel and Sub-Firms

4.1 General

The Firms shall employ and provide such qualified and experienced Personnel and Sub- Firms as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Firms' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Firms by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Firms, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of machine

The machine as listed in Appendix C are hereby approved by the Client. Any modifications to the machine or replacing the machine will need prior approval from the client and any such replacement shall be of better and newer or new machine than the existing one.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Firms' remuneration shall be deemed to cover these items. All leave to be

allowed to the Personnel is included in the staff- months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Firms who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Replacement of machine

(a) Except as the Client may otherwise agree, no changes shall be made to the machine. If, for any reason beyond the reasonable control of the Firms, it becomes necessary to replace any of the machines, the Firms shall forthwith provide a replacement which shall be of better and newer or new machine than the existing one.

(b) If the Client (i) finds that the machine so procured and put to work is not performing satisfactorily and is not capable of executing work properly then the Firms shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement which shall be of better and newer or new machine than the existing one. Such replacement will not attract any additional payments and the firm must replace in an agreed time and at no time the work must hamper in such process.

4.6 Resident Project Manager

If required by the SC, the Firms shall ensure that at all times during the Firms' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5 Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Firms and the Personnel and any Sub-Firms employed by the Firms for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Firms, Sub-Firms and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Firms shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Firms and each of the Personnel in respect of liability for any such damage, unless such damage

is caused by the default or negligence of the Firms or any Sub-Firm or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client
deleted.

5.4 Payment

In consideration of the Services performed by the Firms under this Contract, the Client shall make to the Firms such payments and in such manner as is provided by Clause GC 6 of this Contract.

6 Payments to the Firms

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Firms shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the firms in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or celings, as the case may be, set forth in clause GC 6.1(b) above shall be increased by the amount or amounts as the case may be, of any such additional payments.

6.2 Remuneration/payments

The total fee payable for the assignment will be paid Monthly. For claiming the monthly payment, the contractor should submit the bills along with the photos with geo-tagging locations which are to be taken in between 25th and end of the month. The Executive Engineer may order the PMC appoint for supervision and certification.

Penalty clause: The agency must attend the entire stretch of 23.18 kms of Arterial and Sub Arterial roads in first 02 months of the start of the work. Afterwards the agency will conduct maintenance on day to day basis (and on call).

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order). If a solid waste/silt is identified on identified

stretches / Arterial and Sub Arterial roads the **penalty levied will be for each 500 mtrs stretch units** as below:

1. One location in 500mtr = Rs.500/-
2. Two location in 500mtr = Rs.1,000/-
3. Three location in 500mtr = Rs.2,000/-
4. Four location in 500mtr = Rs.4,000/-

If the delay is continued a notice will be issued for Non performance and Non performance is extended for continuous 3 months, then the contract may be liable for termination at the discretion of BBMP

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment

Monthly Billing and payments shall be made

7 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Me
]

[1.4.1 The addresses are: Client:

Attention :

Cable address : Telex :
Facsimile : E-mail :

Firms :

Attention :
Cable address : Telex :
Facsimile : E-mail :

[1]
[Note : Fill in the Blanks]

[1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client: For the Firms:

[Note: Fill in the Blanks]

[1.7.1 The Firms, Sub-Firms and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

[2.1 The effectiveness of contract shall be from the date of agreement/Notice to proceed with the work

[2.2 The time period shall be 10 days

[2.3 The time period shall be 07 months

[2.4 The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Firms or their Personnel or any Sub-Firms or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs 25 lakhs for the period of services.

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Firms and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firms' property used in the performance of the Services, and (iii) any documents prepared by the Firms in the performance of the Services.]

(f) BBMP will install surveillance cameras at critical/selected locations wherein the successful bidder will be monitored and payment will be released based on the performance recorded in the cameras.

[Note: Fill in the blanks and delete what is not applicable.] [3.6(c) The other actions are:

"(i) taking any action under a civil works contract designating the Firms as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 Note: If there is a resident project manager, state here: "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." If there is no such manager, delete this Clause SC 4.6 from the SC.]

[5.1 Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.]

[6.1(b) The ceiling amount of contract is: _Rs._____]

[6.2(b)

(1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Firms shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Firms' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

(3) The rates for Personnel are set forth in Appendix E]. [6.2(c) The reimbursable expenditures shall be the following:

(1) nil

[6.4(a)The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) A Mobilisation advance of 10% of the contract value shall be made within 15 days after receipt of application for Mobilisation Advance payment. The Mobilisation advance payment will be deducted by the Client in the first 6 equal installments (1st six months). The Mobilisation advance will be disbursed only after receipt of Bank Guarantee. The bank guarantee shall be for an amount of 10% of the contract value

[6.4 (e) The account is]

7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Firms shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.

(b) the English language shall be the official language for all purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

III APPENDICES

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: machine specifications and technical details

Appendix D: Deleted

Appendix E: Cost Estimates in Indian Rupees

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4 (a) of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____Bank Guarantee:_____Date: _

Dear Sir,
In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s._____(hereinafter

referred to as the "Firm" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. dated_____and the same having been unequivocally accepted by the Firm, resulting in a
Contract valued at
_____for_____Contract (hereinafter called the "Contract") (scope of work)
and the Client having agreed to make an advance payment to the Firm for performance of the above Contract amounting to____(in words and figures) as an advance against Bank Guarantee to be furnished by the Firm.

We_____(Name of the Bank) having its Head Office at_____ __
(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Firm to the extent of_____as aforesaid at any time upto ___@

_____without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance

without proceeding against the Firm and notwithstanding any security or other guarantee that the Client may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to

_____and it shall remain in force upto and including_____ _____and

shall be extended from time to time for such period (not exceeding one year), as may be desired by

M/s._____on whose behalf this guarantee has been given.

Dated this_____day of_____19_____at _____

WITNESS

(Signature) (Signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp) Attorney as per

Power of

_____ _____

Attorney No._____Dated _____

PERFORMAMANCE BANK GUARANTEE

Ref:_____Bank Guarantee:_____Date:_____ To

WHEREAS **M/s.** (hereinafter called "the firm") has undertaken, in pursuance of Contract No.____dated____to provide the services on terms and conditions set forth in this Contract for "**.....** (Hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the firm shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the firm such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the firm up to a total of **Rs (10% of the contract value)** such sum being payable
in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **Rs. .....** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the firm before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs. .....** and the guarantee shall remain valid till **.....** (3 months beyond the expiry of the contract) unless a claim or a demand in writing is made upon us on or before
..... all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor_____In presence of

Name and Designation: (Name, Signature & Occupation)_____ Name of the Bank :
Address _____
_____
(Name & Occupation) :
Date : _____

Note : The bank guarantee shall be issued either by a bank

(Nationalized/Scheduled) located in India